

SYNOPSIS OF AUTHORITY, ROLES, AND GENERAL COMMENTS

Authority of Consulting Engineer/Project Manager

1. The Consulting Engineer/Project Manager shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the contractor; all questions as to compensation; and all disputes and all questions concerning mutual rights between contractors. His decisions shall be final and he shall have executive authority to enforce and make effective those decisions and orders which the contractor fails to carry out promptly. Any enhancement/modification which could potentially increase the budget of the project would require prior approval of the Owner's Representative.
2. The Consulting Engineer/Project Manager will have the authority to suspend the work, wholly, or in part, due to the failure of the contractor to correct conditions unsafe for the workmen or the general public; for failure to carry out provisions of the contract; for failure to carry out orders; for such periods of time as he may deem necessary due to unsuitable weather; for conditions considered unsuitable for the prosecution of the work; or for any other reason deemed to the public interest.

Conformity with Plans and Allowable Deviations

1. All work performed and all materials furnished shall be in reasonably close conformity with the plans as indicated in the specifications.
2. In the event the Consulting Engineer/Project Manager finds the materials or the finished product in which the materials are used not within reasonable close conformity with the plans and specifications but that reasonable acceptable work has been produced, he shall then make a determination if the work shall be accepted and remain in place. In this event, the Consulting Engineer/Project Manager will document the basis of acceptance by contract modification which will provide for an appropriate adjustment in the contract price for such work or materials as he deems necessary to conform to his determination based on engineering judgement.
3. In the event the Consulting Engineer/Project Manager finds the materials or the finished product in which the materials are used or the work performed are not in reasonably close conformity with the plans and specifications and have resulted in an inferior or unsatisfactory product, the work or material shall be removed and replaced or otherwise corrected by and at the expense of the contractor.

Cooperation of Contractor

1. The contractor will be supplied with a minimum of two sets of approved plans and contract assemblies, including special provisions, one set of which the contractor shall keep available on the work at all times.
2. The contractor shall give the work the constant attention necessary to facilitate the progress thereof, and shall cooperate with the Consulting Engineer/Project Manager, his inspectors, and other contractors in every way possible.
3. The contractor shall at all times have on the work, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications, thoroughly experienced in the type of work being performed, who shall receive instructions from the Consulting Engineer/Project Manager or his authorized representatives. The superintendent shall have full authority to execute the orders or directions of the Consulting Engineer/Project Manager without delay, and promptly to supply such materials, equipment, tools, labor, and incidentals as may be required. Such superintendence shall be furnished irrespective of the amount of work sublet.

Authority and Duty of Inspector

1. Inspectors, employed by the department, shall be authorized to inspect all work and all materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacturer of the materials to be used. The inspector shall not be authorized to revoke, alter, or waive any requirement of the specifications. He shall be authorized to call the attention of the contractor to any failure of the work or materials to conform to the provisions of the contract. He shall have the authority to reject materials or suspend the work until any questions at issue can be referred to, and decided by the Consulting Engineer/Project Manager. Notice of suspension of work shall be given in writing. The inspector shall not have the authority to accept work, to act as foremen for the contractor, or to interfere with the management of the work.

Inspection

1. All materials and each part or detail of the work shall be subject at all times to inspection by the Consulting Engineer/Project Manager or his authorized representatives, and the contractor will be held strictly to the true intent of the specifications in regard to quality of materials, workmanship, and the diligent execution of the contract. Such inspection may include contractor's facilities where components of the project are prepared, along with any material furnished under these specifications is subject to such inspection. The Consulting Engineer/Project Manager or his representative shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the contractor as is required to make a complete and detailed inspection.

2. At the request of the Consulting Engineer/Project Manager, the contractor shall, at any time before the acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, the contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering, or making good of the parts removed, shall be paid for as "extra work", except that the contractor will uncover completed pavement, for inspection by the department, and replace the cover at his own expense. Should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed, shall be at the contractor's expense.
3. Any work done or materials used without supervision or inspection by a department representative may be ordered removed and replaced at the contractor's expense.